

**Belvedere:** March 24, 2005

*Jerry Butler*

**TO:** Transportation Authority of Marin Commissioners

**Corte Madera:**

*Melissa Gill*

**RE:** Professional Services Contract with Nolte Associates, Inc. to Provide On-call Program Management Support – Agenda Item 9

**Fairfax:**

*Lew Tremaine*

Dear Commissioners:

**Larkspur:**

*Joan Lundstrom*

**Mill Valley:**

*Dick Swanson*

**Novato:**

*Pat Eklund*

In December 2004, TAM released a Request for Qualifications (RFQ) from qualified Consultants to provide on-call support services related to TAM's Work Program. Eleven (11) qualification statements were received. Utilizing a review panel comprising TAM staff, local City and County representatives, and an experienced Bay Area Transportation Agency representative, in February 2005 a short list of three (3) consulting teams plus two (2) individual public outreach firms were selected for interviews. Based on the qualification statement and subsequent interviews, the consulting team lead by Nolte Associates, Inc. (Nolte) was selected by the review panel as the most qualified firm.

**Ross:**

*Tom Byrnes*

**San Anselmo:**

*Peter Breen*

On March 5, 2005, the Nolte team presented their proposed scope of services at a public workshop with the TAM Board. The proposed services and team members were well received. Immediately following the workshop, staff entered into scope refinement and contract budget discussions with Nolte. Based on those discussions, staff recommends entering into an on-call, fiscal years 2005 and 2006 (15-month), contract with Nolte.

**San Rafael:**

*Al Boro*

**Sausalito:**

*Amy Belser*

Funding for the Nolte contract is estimated to primarily come from Measure A for their services related to the sales tax agency. The remainder is estimated to come from City/County contributions for services related to congestion management support. The FY 2004-05 budget amendment proposed under a separate agenda item includes funding for the Nolte contract for this fiscal year. Staff has developed a "rough" revenue vs. expenditure plan estimate for FY 2005-06 to confirm the remainder of the Nolte contract, existing and proposed new TAM staffing, the Wilbur Smith & Associates contract described below, and other assumed administrative expenses can be adequately funded. However, a final draft FY 2005-06 budget is anticipated to be on the May Board agenda. At that time, more detailed assumptions for funding the Nolte contract by category within Measure A will be presented. It should be noted that the contract with Nolte is on-call, giving the Authority the immediate ability to adjust the level of service of this consultant team.

**Tiburon:**

*Alice Fredericks*

**County of Marin:**

*Susan Adams*

*Hal Brown*

*Steve Kinsey*

*Charles McGlashan*

*Cynthia Murray*

### **Scope of Services**

A detailed anticipated scope of services is included as Exhibit A to the attached Contract. The services to be provided are per the items identified for consultant support on TAM's Draft Work Program, dated March 5, 2005, and as presented

at the March 5<sup>th</sup> Workshop, with the exception of support services for Community Based Transportation Plans and Congestion Management Plan update. Due to federal procedures for management of funding for these services, staff recommends that these services be provided under a contract directly with Wilbur Smith & Associates for this work (scheduled for Board consideration in April).

The estimated cost of services provided by Nolte fall under the following categories:

- General Services, Financial Management, Strategic Plan (approx. 44%)
- Strategy 1, 3 & 4 Management (approx. 19%)
- Strategy 2 101 Gap Closure Management (approx. 20%)
- Public Outreach (approx. 9%)
- Congestion Management Agency (CMA) Assistance (approx. 8%)

A significant portion of the estimated costs for services (approx. 45%) covers general services, financial management and development of the first Strategic Plan. A large percentage of this work is attributed to one-time activities needed to start-up the Authority, including financial and accounting management duties that are anticipated to eventually be taken over by future TAM staff.

Another significant budget item is project management and oversight of the 101 Gap Closure projects, which is underway and needs immediate attention. Based on experiences from other Transportation Agencies, providing the proposed level of management for this project is extremely beneficial to assure timely use of funds and concurrence with local objectives.

### **Budget**

This contract provides funding for the consulting team which includes Nolte as prime consultant and their subconsultants: Vali Cooper Associates, Inc., Nancy Whelan & Associates, LTK Engineering, Parisi Associates, CirclePoint and John Eells. Budgets for like services at other Bay Area Transportation Agencies were reviewed for comparisons in development of this contract. The services and budget proposed in the Nolte contract are commensurate with other agencies, with the assumption that a higher level of effort is needed at the start-up phase of the agency.

The Measure A expenditure plan assumed 5% for administration costs. Based on other sales tax authority practices it is assumed, for purposes of conceptual budget estimates related to funding this contract, direct project costs will be charged to projects, not administration. Specific assumptions will be verified with the adoption of the FY 2005-06 budget and follow-on Strategic Plan. Over the first five-year period of the strategic plan, staff and the consultant will work together to insure that total administrative costs are within the assumptions of the expenditure plan.

### **Schedule**

The original concept was to engage the services of a consulting team for the period ending June 30, 2006. This contract will span 15-months, coinciding with the end of FY 2005-06.

**Recommendation**

Staff recommends that TAM authorize the Chair to execute the Professional Services Contract with Nolte Associates Inc. to provide on-call consulting program support services, for an amount not-to-exceed \$1,380,000.

Respectfully Submitted,

Attachment:

1. Professional Services Contract with Nolte Associates, Inc., services commencing March 24, 2005

**TRANSPORTATION AUTHORITY OF MARIN  
STANDARD SHORT FORM PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**THIS AGREEMENT** is made and entered into this 24<sup>th</sup> day of March, 2005 by and between the TRANSPORTATION AUTHORITY OF MARIN, hereinafter referred to as "TAM" and Nolte Associates, Inc., hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, TAM desires to retain a person or firm to provide the following services: On Call Support Services; and

**WHEREAS**, Contractor warrants that it is qualified and competent to render the aforesaid services;

**NOW, THEREFORE**, for and in consideration of the agreement made, and the payments to be made by TAM, the parties agree to the following:

**1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

**2. FURNISHED SERVICES:**

The TAM agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

**3. FEES:**

The fees for furnishing services under this Contract shall be based on the rate schedule, which is attached hereto as **Exhibit "B"** and by this reference incorporated herein.

**4. MAXIMUM COST TO TAM:**

In no event will the cost to TAM for the services to be provided herein exceed the maximum sum of \$1,380,000.00 including direct non-salary expenses.

**5. PAYMENT:**

The fees for services under this Contract shall be due as set forth in Exhibit "B" within thirty (30) calendar days after receipt by TAM of an invoice covering the service(s) rendered.

The source of funding by the TAM for this work shall be:

**6. CONTRACT PERFORMANCE TIME:**

All the work required by this Contract shall be completed and ready for acceptance no later than June 30, 2006.

## **7. INSURANCE:**

The Contractor shall maintain a commercial general liability insurance policy in the amount of One Million Dollars (\$1,000,000.00). Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000.00. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless TAM specifically consents to a "claims made" basis. The TAM shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to TAM prior to commencement of work, and said certificate with endorsement shall provide for ten (10) day advance notice to TAM of any termination in coverage. Contractor shall notify TAM thirty (30) days prior to the active date of any reduction in Contractor's insurance coverage.

**By initialing in the space provided, Contractor warrants that the services to be provided under this Contract do not require the use of any type of vehicle by Contractor.**

In addition, Contractor may be required to carry errors and omissions insurance or professional liability or malpractice insurance. If such insurance is required, it shall be set forth on **Exhibit "C"** attached hereto.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the TAM harmless and defend the TAM against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. TAM agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, TAM may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

## **8. WORKERS' COMPENSATION:**

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to TAM prior to commencement of work.

**By initialing in the space provided, Contractor warrants that no employees will be used in providing the services under this Contract.**

## **9. NONDISCRIMINATORY EMPLOYMENT:**

Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or

condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

**10. SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the TAM except for any subcontract work identified herein:

1. Vali Cooper Associates, Inc. - Project Management & Oversight
2. Whelan & Associates - Financial Assistance
3. LTK Engineering – Transit Oversight
4. Parisi Associates – Local Infrastructure Oversight
5. CirclePoint – Public Outreach
6. John Eells – General Oversight

**11. ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the TAM.

**12. LICENSING AND PERMITS:**

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits, which might be required by the work to be performed herein.

**13. BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit TAM to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at TAM's option. Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from TAM. Contractor shall refund any moneys erroneously charged. If TAM ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

**14. TIME OF AGREEMENT:**

This Agreement shall commence on March 24, 2005 and shall terminate on June 30, 2006. Time is of the essence with respect to this Contract.

**15. TITLE:**

It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the TAM. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing and documents to TAM without exception or reservation.

**16. TERMINATION:**

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the TAM may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

**17. RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the TAM. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

**18. AMENDMENT:**

This Contract may be amended or modified only by written agreement of all parties.

**19. ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to TAM, as is evidenced in writing.

**20. JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

**21. INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold TAM harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur from any and all claims and losses to anyone who may be injured or damaged by reason of, and only to the extent caused by Contractor's willful misconduct or negligent performance of this Contract.

**22. COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all federal, state and local laws (including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance) affecting the services covered by this Contract.

**23. AUTHORIZED REPRESENTATIVE:**

TAM hereby designates as its Authorized Representative the Executive Director to act on its behalf with respect to this Contract.

**24. NOTICES:**

This contract shall be managed and administered on TAM's behalf by the Department set forth below. All invoices shall be submitted and approved by this Department and all notices shall be given to TAM at the following location:

Craig Tackabery, Executive Director  
TRANSPORTATION AUTHORITY OF MARIN  
P.O. Box 4186  
San Rafael, CA 94913-4186

Notices shall be given to Contractor at the following address:

Trudy Presser, Managing Director  
Nolte Associates, Inc.  
201 North Civic Drive, Suite 255  
Walnut Creek, CA 94596



**IN WITNESS WHEREOF**, the parties hereunto have executed this Contract on the date first above written.

**TRANSPORTATION AUTHORITY OF MARIN (TAM):**

By: \_\_\_\_\_  
Chair

**APPROVED AS TO FORM:**  
**COUNTY COUNSEL**

By: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Federal Tax I.D. #: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

# **TRANSPORTATION AUTHORITY OF MARIN STANDARD SHORT FORM PERSONAL/PROFESSIONAL SERVICES CONTRACT**

## **EXHIBIT A SCOPE OF SERVICES**

Nolte Associates, Inc. (Contractor) will provide consulting services to the Transportation Authority of Marin (TAM) through a Program Management Team providing services as described below.

The Program Management Team comprises:

Prime:  
Nolte Associates, Inc.

Subcontractors:

1. Vali Cooper Associates, Inc. - Project Management & Oversight
2. Whelan & Associates - Financial Assistance
3. LTK Engineering – Transit Oversight
4. Parisi Associates – Local Infrastructure Oversight
5. CirclePoint – Public Outreach
6. John Eells – General Oversight

TAM, as a new transportation sales tax agency, is in need of several services to assist in the establishment, governance and operation of the agency and to maintain a level of support as the Measure A program gets underway. Services to be provided by Contractor are highlighted in TAM's Draft Work Program, dated March 5, 2005. The following describes the anticipated services the Contractor will undertake to support TAM.

Services provided by the Contractor are to be considered "on-call." The actual level of effort required to perform services under this Contract will be monitored closely, with monthly progress and budget performance reported to TAM. It is understood the Contractor will work with current and future TAM staff, and adjust level of service accordingly over the course of this contract. It is understood that additional subcontractors may be added to the team, at the direction of TAM. It is assumed that the cost for services rendered for report reproduction or mass mailings will be borne by TAM.

### **Phase 01 – General Services**

This task includes services to manage the Contractor contract, coordinate services with TAM staff, Board and committee development and interface, development and monitoring of management and financial systems, public outreach and general overall program assistance. Services under this task include:

#### **Task 01 Program & Administrative Management**

Contractor will provide on-going project management support to monitor and supervise Contractor resources; prepare monthly progress reports and billing statements; maintain program and project files and provide general correspondence.

Contractor will meet with TAM staff on a bi-weekly basis to discuss progress and assignments. Contractor will attend additional informal staffing meetings as needed for coordination purposes.

Contractor will assist in the development of policy and procedures for the following governance bodies: TAM Board and Executive Committee, Technical Advisory Committee (TAC) and Citizens Oversight

Committee. Work includes development of policies and procedures, assistance with staff reports, meeting organization and public outreach/notification and meeting attendance.

Contractor will provide as needed general administrative and clerical assistance including filing, mailings, and correspondence support. Contractor will assist TAM in file management set-up.

Contractor will provide as-needed General Support to TAM. It is understood that TAM may request Contractor assistance with general support tasks not specifically identified above.

## **Task 02 Financial Management**

Contractor will provide assistance to TAM in developing accounting, financial forecasting and tracking, budget and project monitoring processes. The accounting process will include review of existing systems and determining the necessary information output. The financial forecasting and tracking processes for the near term will include revenue projects, initial prioritization for the scenarios and programmatic cash flow. For the long term, a database will be developed and will include coordination with the accounting system, tracking and reporting of allocations and disbursements, coordination of monitoring and forecasting elements and coordination with County-wide Transportation Programming.

Contractor will develop and implement a budget process for TAM. The budget process will provide the financial translation of the Annual Work Program, coordination of assumptions regarding strategy implementation and revenue forecasts. The process will also include a mid-year re-evaluation.

Contractor will assist TAM Staff in preparing for the annual financial audit and will coordinate closely with the auditor to provide the documents needed to validate TAM expenditures. Contractor will also assist TAM in preparing audit-related information for review by the Citizen's Oversight Committee.

Contractor will develop policies and procedures for the implementation of the Measure A Expenditure Plan. These include:

Distribution Schedule	Audit Requirements
Application Requirements	Eligible Expenditures
Timely Use of Funds	Eligible Claimants
Matching of Complimentary Funds	Fund Substitution
Full Funding Requirements	Reporting Requirements

Contractor will assist TAM in priority setting and identifying opportunities for leveraging funds.

Contractor will determine potential financing needs and capacity, including Capital Projects with debt financing potential. This process will include determining the annual expenditures and revenues, and identifying funding gaps. It will also determine potential debt need, when funds are needed, and the annual debt service within customary coverage ratios. The Contractor will also calculate interest expense, issuance costs and debt capacity. Contractor will also work with Financial Advisors to refine timing, amount, and the structure of financing.

Contractor will research and prepare cooperative agreements and other documents required for the operation of TAM.

It is assumed that during the contract period, TAM will hire a Financial Officer, Contractor will work with the new Financial Officer to refine the processes discussed in this section.

### **Task 03 Public Outreach**

Contractor will develop an identity branding or logo for TAM. The Contractor will interview stakeholders and establish an image with a consistent tone, look and feel for TAM approval. Consistent look will be developed for all TAM public outreach materials.

Contractor will revamp and periodically update TAM website.

Contractor will provide assistance with media and press releases.

### **Phase 02 - Strategic Plan**

This task includes development of TAM's first Strategic Plan by 2006 fiscal year end and 2005 and 2006 Annual Reports. The development of the Strategic Plan is the primary deliverable during this contract. As the plan develops, assumptions, optional strategies and draft financial models will be brought before TAM Board for consideration, as appropriate. Contractor will assist in all phases of the Strategic Plan process including:

- A. Development of guiding principles, using best practices as well as tailoring to objectives of Expenditure Plan.
- B. Development of policy and principles.
- C. Development of financial model, revenue and expenditure assumptions, strategies and data.
- D. Work with project sponsors to prepare project fact sheets including refining project descriptions, funding requirements by year and type of activity, project schedules and project priorities.
- E. Inclusion of alternative program funding strategies.

Contractor will assist in the preparation of the 2005 and 2006 Annual Reports. Is it assumed the 2005 report will be brief and not necessarily include an agreed upon consistent look for TAM, given the short time frame for producing report. It is assumed the 2006 report will, however, be more inclusive and set the tone for future Annual Reports.

### **Phase 03 – Strategy 1 Transit Systems**

Contractor will represent TAM and participate in the Technical Development of the Marin County Transit District's (MCTD) Short Range Transit Plan (SRTP). The Contractor will ensure that TAM's goals and objectives are represented in the SRTP development process and in the Plan.

Contractor will translate the Expenditure Plan's Transit System objectives into measurable standards and provide continuous monitoring of the SRTP process and MCTD system operations to assess performance against standards. Contractor will develop reporting tools for the monitoring process.

Contractor will represent TAM and participate in the development of the Marin service system design.

Contractor will budget and monitor program expenditures, including development of strategies for level of funding over 20-year program.

### **Phase 04 – Strategy 2 Highway 101 Gap Closure Project**

### **Task 01 Segment 3 Central San Rafael**

### **Task 02 Segment 4 Puerto Suello Hill**

Contractor will provide project management for the Route 101 Gap Closure projects, Segments 3 and 4. Project management Contractor services will include:

- A. Attend project team meetings and other project meetings, as needed.
- B. Coordinate project deliverables through design and construction phases. Monitor progress and coordination activities of Caltrans. Facilitate resolution of design and construction issues.
- C. Monitor Measure A funded elements of project.
- D. Interact and coordinate with other agencies including SMART, County, City, Caltrans and utility companies to maintain adherence to and communicate project delivery process and products.
- E. Interact and coordinate project impacts and processes to the public through meetings and public outreach materials.
- F. Budgeting and monitoring of project expenditures. Prepare expenditure reports for each project. On-going project expenditures will be reviewed and checked against expenditure reports. Prepare fiscal year and mid-year budgeting and accrual reporting.
- G. Provide on-going, updated project data including:
  - 1. TAM website information
  - 2. Project fact sheets and computerized presentation files
  - 3. Project status reports
  - 4. Financial plan spreadsheets
  - 5. Cash Flow spreadsheets
  - 6. Construction status reports
- H. Contractor will prepare information for the TAM Board meeting agenda packets, and will also attend select Board meetings to make presentations and/or be available to answer questions. Examples of materials to be prepared are resolutions for project related funding, policy resolutions, project status reports, project review informational inserts, staff reports (Board letters), spreadsheets and diagrams.
- I. Prepare and monitor Memorandum of Understanding and Cooperative Agreements.

## **Phase 05 - Strategy 3 –Local Transportation Infrastructure**

### **Task 01 Local Roads**

Contractor will update the Annual Distribution Percentages included in the Expenditure Plan for local roadway projects. The Contractor will coordinate project funding with the Financial Plan and develop performance standards to evaluate the projects. Cooperative Agreements with each of the cities and the County for the distribution of the Measure A funds will also be prepared. Following approval of the Cooperative Agreements, the Contractor will prepare funding Resolutions for TAM Board approval for the distribution of funds. Information regarding the local roadway projects will be integrated into the Strategic Plan process.

### **Task 02 Major Roads and Related Infrastructure**

Contractor will coordinate with local jurisdictions to collect and review proposed major roadway improvements. The initial project inventory will be prioritized based on Expenditure Plan performance criteria and coordinated with financial strategies, as they are developed. The funding allocations by planning area will be updated based on current data. Information will be reviewed and prioritized by the Technical Advisory Committee (TAC) and Public Works Directors from each city/town and the County. The recommendation of project prioritization will be discussed in a public forum. The recommendations of the TAC will be presented to the TAM Board for approval and will be incorporated into the Strategic Plan.

## **Phase 06 - Strategy 4 – Reduce School Related Congestion**

### **Task 01 Safe Routes to Schools**

Contractor will work with the school districts and current project team to develop performance standards for the Safe Routes to School Program for inclusion in the program requirements. Contractor will prepare a RFP for the program and assist TAM with the selection process for the program contractor.

Following selection and approval of a Safe Routes to School program contractor, Contractor will provide monitoring of the program and provide oversight of the program contractor. Funding implications will be coordinated with the Strategic Plan.

### **Task 02 Safe Pathways to School Program**

Contractor will prepare an initial assessment of the projects based on input from the Safe Routes to School Program. An initial prioritization of the recommended projects based on the performance criteria included in the Expenditure Plan will be prepared for review by the TAC. Contractor will provide assistance to the TAC in prioritizing the projects and in obtaining comment on the proposed projects at a public forum. Contractor will assist the TAC and TAM in implementation of the projects and coordination with other local roadways projects. Funding implications will be coordinated with the Strategic Plan.

### **Task 03 Crossing Guards Program**

Contractor will prepare an initial assessment of program needs based on the Safe Routes to School Program recommendations and sites identified in the Expenditure Plan. An initial prioritization of the recommended crossing guard sites will be prepared for review by the TAC. Contractor will provide staff assistance to the TAC in prioritizing the projects and in obtaining public input for the program. Contractor will assist the TAC and TAM in determining the appropriate implementation strategy for the crossing guard program, whether to contract with an agency or firm for the crossing guard services, or to provide funding to the school districts or schools for independent programs, or a combination of both approaches. The analysis will also consider the existing programs and their relationship to program funding. Funding implications will be coordinated with the Strategic Plan.

## **Phase 07 Congestion Management Agency Assistance**

TAM is the designated Congestion Management Agency (CMA) for Marin County. As such, TAM is responsible for preparing and submitting prioritized lists to MTC for federal funding each year and on a biennial basis for STIP funding. In addition, TAM performs ongoing monitoring tasks to ensure that all projects receiving federal and STIP funds are progressing as scheduled to ensure that funds are obligated by the appropriate deadline. Contractor will assist TAM staff with the following:

- A. Develop spreadsheets, grant applications and submittals required to support the CMA efforts.
- B. Provide as-needed assistance relative to preparing applications for other available fund sources to supplement Measure A.

- C. Maintain a CMA database, used to track programming information and monitor progress of projects, based on information available through MTC, CTC, Local Assistance and project sponsors.
- D. Provide as-needed assistance to educate and assist local project sponsors, including holding a funding workshop.
- E. Assist in the development of the funding element of the seven (7) year CIP in support of the Congestion Management Plan update.

**TRANSPORTATION AUTHORITY OF MARIN  
STANDARD SHORT FORM PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**EXHIBIT B  
COMPENSATION**

For the satisfactory performance and completion of the Services under this Contract, TAM will pay CONTRACTOR compensation as set forth herein. Any subcontract shall contain all the provisions of Exhibit B including appropriate multipliers and direct salary rates,.

**1. ELEMENTS OF COMPENSATION**

Compensation for the Services will be comprised of the following elements: 1.1 DIRECT LABOR COSTS, 1.2 FEE, and 1.3 ADDITIONAL DIRECT COSTS.

**1.1 DIRECT LABOR COSTS**

Direct Labor Costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

**1.1.1 Direct Salary Costs**

Direct Salary Costs are the base salaries and wages actually paid to CONTRACTOR's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to CONTRACTOR's personnel appears in Section 2 below.)

**1.1.2 Multiplier**

The Multiplier to be applied to the Direct Salary Costs to determine Direct Labor Costs is 1.431, and is the sum of the following components:

**1.1.2.1 Direct Salary Cost    1.000**

**1.1.2.2 Payroll Additives    0.431**

The decimal ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.



1.1.2.3 Overhead Costs 1.297

The decimal ratio of allowable Overhead Costs to CONTRACTOR firm's total direct salary costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier 2.728  
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FEE

A fee of ten percent (10%) shall be applied to the Direct Labor Costs. This fee shall not be applied to Additional Direct Costs.

(as a multiplier: 1.10\_)

1.3 ADDITIONAL DIRECT COSTS

Additional Direct Costs, including compensation to subconsultants, which are directly identifiable to the performance of the services of this Agreement shall be reimbursed either at a unit rate or at actual costs invoiced to CONTRACTOR, whichever is specified below. A markup of five percent (5%) to cover handling shall be applied to the total Additional Direct Costs. **Costs not identified herein will not be reimbursed but will be considered to be included in Direct Labor Costs or Fee.**

Additional Direct Costs will be reimbursed as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
1. Subconsultant	At invoice cost to Contractor
2. Printing, Reproduction, Delivery	At invoice cost to Contractor
3. Travel	At allowable IRS reimbursement rate
4. Working Meals	At invoice cost to Contractor

Any subcontract entered into shall not:

1. Contain a fee applied to the Direct Labor Costs in excess of 10%.
2. Contain a total markup (total multiplier plus fee) applied to the direct salary cost in excess of 3.0.
3. Apply a markup to cover handling of additional direct costs.

All subcontracts shall contain a direct salary rate schedule approved by the TAM Executive Director.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are detailed in Attachment 1.